

INVITATION TO BID

ASPHALT REPAIR SERVICES

ITB No. 2013-33



The Town of Miami Lakes Council:

Mayor Michael Pizzi
Vice Mayor Ceasar Mestre
Councilmember Manny Cid
Councilmember Timothy Daubert
Councilmember Nelson Hernandez
Councilmember Tony Lama
Councilmember Nelson Rodriguez

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

Alex Rey, Town Manager
The Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

DATE ISSUED: March 28, 2013

CLOSING DATE: April 22, 2013

ASPHALT REPAIRS, MILLING AND RESURFACING SERVICES

ITB 2013-33

TABLE OF CONTENTS

SECTION/ARTICLE	TITLE	PAGE
Section 1.....	Notice To Bidders	
Section 2.....	Instructions To Bidders	
2.1.....	Definition of Terms.....	3
2.2.....	General Requirements.....	5
2.3.....	Preparation of Bid.....	5
2.4.....	Bid Preparation and Related Costs.....	5
2.5.....	Pre-Bid Conference.....	6
2.6.....	Qualification of Bidders.....	6
2.7.....	Performance of the Work.....	6
2.8.....	Examination of Contract Documents.....	6
2.9.....	Interpretations and Clarifications.....	6
2.10.....	Postponement of Bid Opening Date.....	7
2.11.....	Acceptance or Rejection of Bids.....	7
2.12.....	Withdrawal of Bid.....	7
2.13.....	Opening of Bids.....	7
2.14.....	Award of Contract.....	7
2.15.....	Collusion.....	8
2.16.....	Bidder in Arrears or Default.....	8
2.17.....	Public Entity Crimes Act.....	9
Section 3.....	General Terms and Conditions	
3.1.....	Time is of the Essence.....	10
3.2.....	Notices.....	10
3.3.....	Priority of Provisions.....	10
3.4.....	Indemnification.....	11
3.5.....	Insurance.....	11
3.6.....	General Requirements.....	13
3.7.....	Rules and Regulations.....	13
3.8.....	Site Investigation and Representation.....	13
3.9.....	Method of Performing the Work.....	14
3.10.....	Contractor to Check Plans, Specifications and Data.....	15
3.11.....	Shop Drawings and Submittals.....	15
3.12.....	Substitutions.....	16
3.13.....	Differing Site Conditions.....	16

3.14.....	Protection of Property, Utilities, and the Public.....	17
3.15.....	Maintenance of Traffic.....	18
3.16.....	Coordination of the Work.....	18
3.17.....	Access to the Project Site(s).....	18
3.18.....	Contractor's Responsibility For Damages and Accidents.....	19
3.19.....	Safety Precautions.....	19
3.20.....	Labor and Materials.....	19
3.21.....	Vehicles and Equipment.....	19
3.22.....	Supervision of the Work.....	20
3.23.....	Subcontractors.....	20
3.24.....	Consultant Services.....	20
3.25.....	Authority of the Project Manager.....	20
3.26.....	Town Licenses, Permits and Fees.....	21
3.27.....	Taxes.....	21
3.28.....	Removal of Unsatisfactory Personnel.....	21
3.29.....	Inspection of the Work.....	21
3.30.....	Defective Work.....	23
3.31.....	Substitutions.....	23
3.32.....	Change Orders.....	23
3.33.....	Force Majeure.....	23
3.34.....	Extension of Time.....	24
3.35.....	Excusable Delay, Non-Compensable.....	25
3.36.....	Claims.....	25
3.37.....	Disputes and Mediation.....	26
3.38.....	Continuing the Work.....	27
3.39.....	Fraud and Misrepresentation.....	28
3.40.....	Stop Work Order.....	28
3.41.....	Hurricane Preparedness.....	28
3.42.....	Cleaning Up; Town's Right To Clean Up.....	29
3.43.....	Set-Offs, Withholding, and Deductions.....	29
3.44.....	Contractor Default.....	29
3.45.....	Termination for Convenience.....	30
3.46.....	Town May Avail Itself of All Remedies.....	31
3.47.....	Compliance with Applicable Laws.....	31
3.48.....	Nondiscrimination, Equal Employment Opportunity, And Americans with Disabilities Act.....	31
3.49.....	Independent Contractor.....	31
3.50.....	Third Party Beneficiaries.....	32
3.51.....	Assignment or Sale of Contract.....	32
3.52.....	Materiality and Waiver of Breach.....	32
3.53.....	Defense of Claims.....	32
3.54.....	Funds Availability.....	32
3.55.....	Access To and Review of Records.....	32
3.56.....	Royalties and Patents.....	33

3.57.....	Time in Which To Bring Action Against The Town.....	33
3.58.....	Contract Extension.....	33
3.59.....	Applicable Law and Venue of Litigation.....	33
3.60.....	Non-Exclusive Contract.....	33
3.61.....	Severability.....	33
3.62.....	Contract Documents Contains All Terms.....	34
3.63.....	Entire Agreement.....	34
Section 4.....	Special Terms and Conditions	
4.1.....	Scope of Work.....	36
4.2.....	Line Item Quantities.....	36
4.3.....	Additional Line Item Pricing.....	36
4.4.....	Contract Term/Estimated Expenditure.....	36
4.5.....	Option(s) to Renew.....	36
4.6.....	Hours for Performing Work.....	36
4.7.....	Compensation.....	37
4.8.....	Estimated Quantities.....	38
4.9.....	Line Item Pricing.....	38
4.10.....	Reimbursable Expenses.....	39
4.11.....	FDOT Specifications.....	39
4.12.....	Work Orders/Award of Projects.....	39
4.13.....	Payments.....	40
4.14.....	Liquidated Damages.....	39
4.15.....	Purchase and Delivery, Storage and Installation.....	40
4.16.....	Town Furnished Drawings.....	41
4.17.....	Request For Information.....	41
4.18.....	Warranty.....	41
4.19.....	Access to Water and Utilities.....	42
4.20.....	Staging Site.....	42
4.21.....	Substantial Completion, Punch List, & Final Completion.....	42
4.22.....	Ownership of The Work.....	43
4.23.....	Record Set.....	43
Section 5.....	Technical Specifications.....	44
5.1.....	Standards.....	44
5.2.....	Asphalt Tickets.....	44
5.3.....	Equipment and Resources.....	44
Section 6.....	Bid Form.....	45
	Questionnaire.....	58
Section 7.....	Contract Execution Form.....	70
	Corporate Resolution.....	71

SECTION 1
NOTICE TO BIDDERS
TOWN OF MIAMI LAKES
ASPHALT REPAIRS SERVICES

ITB 2013-33

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Repair Services ("Project"). Bidders are to submit three (3) Bids, with original signatures together with a copy of the Bid on a CD-ROM. **Sealed Bids, including the CD-ROM or flash drive must be received by the Town of Miami Lakes, Town Clerk at 15150 NW 79th Court, Miami Lakes, Florida by 3:00 P.M. on April 22, 2013.**

Scope of Work:

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for repair of potholes and other pavement/asphalt repairs, adjustment or installation of manhole risers, installation of temporary or permanent pavement markings, issued on an as needed basis. Milling and resurfacing of existing roadways is not included in the Scope of Work.

Pre-Bid Conference:

No Pre-Bid Conference will be held for this solicitation.

Minimum Qualification Requirements:

Prospective Bidder shall hold a current certified license as a General Contractor or General Engineering Contractor from the State of Florida, a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as a General Engineering Contractor or as a Specialty Engineering Contractor, commensurate with the requirements of the Scope of Work. Bidder must also possess a minimum of five (5) years experience in the items being bid on by the Bidder. The Town may consider other Certifications or Licenses from the State of Florida or Miami-Dade County at its sole discretion. The Bidder must self-perform one hundred percent (100%) of the Work.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents may be obtained by visiting the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities". Any further inquiries regarding the Project may be directed to the Procurement Office, at procurement@miamilakes-fl.gov.

All Bids shall be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this purchase.

SECTION 2

INSTRUCTIONS TO BIDDERS

2.1 DEFINITION OF TERMS

Bid means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid (“ITB”) at the time of submittal.

Bid Form means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.

Bidder means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.

Completion Time means the number of days specified in a Work Order for completion of the Work in that Work Order.

Change Order means a written document ordering a change in the Contract price or Contract time or a material change in the Work.

Construction Change Directive means a written directive to effect changes to the Work, issued by the Project Manager that may affect the Contract price or time.

Construction Schedule means a schedule of the Work to be performed, as defined and required by the Contract Documents.

Contract means the ITB and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.

Contract Documents means the Contract as may be amended from time to time, any and plans, specification, addendum, clarifications, directives, Work Orders, Work Order Proposals, Construction Change Directives, change orders, payments and other such documents issued under or relating to the Contract.

Contractor means the person, firm, or corporation with whom the Town has contracted and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.

Cure means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which shall be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.

Cure Period means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.

Days mean calendar days.

Defective Work means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

Design Documents means the construction plans and specifications included as part of a Bid/Proposal Solicitation Work to be performed under the Contract.

Final Acceptance shall mean acceptance of the Work specified in a Work Order upon the expiration of the warranty period as stated in the Contract Documents.

Inspector means an authorized representative of the Town assigned to make necessary inspections of materials and the Work performed or furnished by the Contractor. The Town, at its sole discretion may hire an independent contractor to perform inspections.

Materials mean goods or equipment incorporated into a Project, or used or consumed in the performance of the Work.

Notice of Award means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.

Notice to Proceed means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work under the Contract.

Plans Drawings, and/or Sketch means a graphic representations of a Project issued as part of a Work Order.

Project means a task or series of tasks assigned by Town through the issuance of a Work Order that the Contractor must complete in accordance with the Contract Documents.

Project Manager means the individual assigned by the Town Manager to manage a Project issued through a Work Order under the Contract.

Request For Information (RFI) means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which shall be clearly marked RFI, shall clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.

Subcontractor means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material worked to a special design according to the Contract Documents, but does not include one who merely furnishes materials not so worked.

Submittal means the documents prepared and submitted by the Bidder in response to this ITB.

Substantial Completion means the completion of the Work by the Contractor to the point where the Town may make beneficial use of the Work.

Town means the Town Council of the Town of Miami Lakes or the Town Manager, if applicable.

Town Manager means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.

Work as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, required by the Contract Documents for the Contractor to fulfill its obligations, under the Contract Documents.

Work Order means a document issued by the Town awarding a specific Project(s) to a Contractor.

Work Order Proposal means a document prepared by the Contractor, at the request of the Project Manager for Work to be performed on a Project(s).

2.2 GENERAL REQUIREMENTS

The ITB and any addendum that may be issued constitute the complete set of specification requirements and Bid forms. The Bid Form page(s), and all forms contained in the ITB shall be completed, signed, and submitted in accordance with the requirements of Section 1. All bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidders shall not be allowed to modify their bids after the opening time and date.

2.3 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total annual bid amount. Failure to include pricing on all line items as well as the total annual bid amount shall result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete said forms will result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions of the ITB.

The Bid is to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms are not permitted under this solicitation.

2.4 BID PREPARATION AND RELATED COSTS

All cost involved with the preparation and submission of Bid to the Town or any work performed in connection therewith, shall be the sole responsibility of the Bidder(s). No payment shall be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the Town Council or Town Manager, as applicable. The Town shall bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

Bidders must use the blank Town forms contained in this solicitation for the submission of their Bid, and submit prices on all line items. Failure to utilize the Town's forms or submit prices on all line items will result in a determination that the Bid is non-responsive.

Bidder's must also submit the line item price spreadsheet ("Spreadsheet") on the CD-ROM in MS Excel format at the time of Bid submission. A copy of the MS Excel Spreadsheet is available on the Town webpage referenced in this solicitation. **Failure to submit the MS Excel Spreadsheet will result in the Bid being rejected.** Where a discrepancy exist between the pricing on the hard copy of the Bid and the Spreadsheet the prices in the hard copy of the Bid will prevail. **The Town Form is not to be altered, unlocked, or changed in an manner,**

including converting the Form to .pdf. Such action will result in a Bid being rejected as non-responsive.

2.5 PRE-BID CONFERENCE

There is no Pre-Bid Conference for this solicitation.

2.6 QUALIFICATION OF BIDDERS

Bidder must meet the minimum qualification requirements stated in Section 1 and must be capable of performing the primary trade Work under the Contract. Bidders shall submit a completed Qualification Statement utilizing the form attached.

2.7 PERFORMANCE OF THE WORK

Bidder must be capable of self- performing all of the Work under this Contract. By submitting a Bid the Bidder certifies that it will meet these requirements. As part of the Bid the Bidder are to include the form entitled "Questionnaire". Failure to complete and submit this form or to meet this requirement shall result in the Bid being deemed non-responsive. Where the Contractor is deemed to not meeting this requirement during the performance of the Work the Contractor shall be in default of the Contract Documents.

2.8 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of all conflicts, errors or discrepancies.
- Take into account federal, state and local (Town and Miami-Dade County) including, without limitation the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation shall constitute an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

2.9 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB and specifications shall be directed in writing to the Procurement Office, at 15150 NW 79th Court; Miami Lakes, FL 33016, Email: procurement@miamilakes-fl.gov. Interpretation or Clarifications considered necessary by the Town in response to such questions will be issued by means of addenda. All addenda will be posted on the Town's website, www.miamilakes-fl.gov and it is the sole responsibility of the Bidder to obtain all addenda. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda shall be binding. Oral and other interpretation or clarifications shall be without legal effect.

2.10 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days notice prior to the Bid opening date, of any such postponement to prospective Bidders.

2.11 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

UNBALANCED BIDS WILL BE REJECTED. The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town.

Reasonable efforts will be made to either award the Contract or reject all Bids within ninety (90) calendar days after Bid opening date. A Bidder may not withdraw its Bid unilaterally nor change its Bid before the expiration of one hundred twenty (120) days from the date of bid opening. A Bidder may withdraw its Bid after the expiration of one hundred twenty (120) calendar days from the date of Bid opening by delivering written notice of withdrawal to the Town's Procurement Manager prior to award of the Contract by the Town Council or Town Manager, applicable. Once the Town makes the award, the Bid cannot be withdrawn under this Article.

2.12 WITHDRAWAL OF BID

A Bidder may withdraw his Bid at any date and time prior to the date and time the Bids are scheduled to be opened.

2.13 OPENING OF BIDS

Bids will be publicly opened and read aloud at the appointed time and place stated in the ITB. Late Bids will not be opened. No responsibility will be attached to any Town Staff for the premature opening of a Bid not properly addressed and identified. Bidders or their authorized agents are invited to be present at the bid opening. The lowest Bid identified at the Bid opening does not establish or determine the lowest responsive and responsible Bidder who may be awarded the Contract.

2.14 AWARD OF CONTRACT(S)

The Award of the Contract will be to the lowest responsive and responsible Bidder that will be in the best interest of the Town. The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place(s) of business, require the Bidder to furnish documentation and/or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town shall consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on own and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder(s) and the Town Manager is satisfied that the Bidders are qualified to perform the Work.

Any Bidder who, at the time of submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency, the Bid may be declared non-responsive. Any Bidder who has filed a lawsuit against the Town or where the Town has filed a lawsuit or won a court judgment against a Bidder, such Bidder may be declared non-responsible.

If the Town accepts a Bid, the Town will notify the Bidder that it is the apparent awardee and that award is conditioned upon executing the Contract, and submission and approval of the required insurance certificates. The Town will provide a written notice of award upon the Bidder meeting these requirements.

If the successful Bidder to whom a contract is proposed to be awarded forfeits the Award by failing to meet the conditions as stated above, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Bidder or reject all Bids or re-advertise the ITB.

2.15 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project(s). ITB responses found to be collusive shall be rejected.

Bidder shall return the Non-Collusive Affidavit form with its Bid Submittal. Failure to submit said affidavit with its Bid Submittal will result in the Bid being deemed non-responsive, unless the Town allows the Bidder to submit the Affidavit during the Bid evaluation period.

2.16 BIDDER IN ARREARS OR DEFAULT

The Bidder represents and warrants that the Bidder is not in arrears to the Town and is not a defaulter as a surety or otherwise upon any obligation to the Town. In addition the Bidder warrants that the Bidder has not been declared "not responsible" or "disqualified" by or debarred from doing business with any state or local government entity in the State of Florida, the Federal Government or any other State/local governmental entity in the United States of America, nor is there any proceeding pending pertaining to the Bidder's responsibility or qualification to receive public agreements. The Bidder considers this warrant as stated in this Article to be a continual obligation and shall inform the Town of any change during the term of the Contract.

2.17 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

Bidder shall return the Public Entity Crimes Act form with its Bid Submittal. Failure to submit said affidavit with its Bid Submittal will result in the Bid being deemed non-responsive, unless the Town allows the Bidder to submit the form during the Bid evaluation period.

END OF SECTION

SECTION 3
GENERAL TERMS AND CONDITIONS

3.1 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

The date and period of time set forth in the Notice to Proceed for the commencement, commencement and completion of the Work was included because of its importance to the Town.

3.2 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

Mr. Gary Fabrikant
Procurement Manager
Town of Miami Lakes
15150 NW 79th Court
Miami Lakes, Florida 33016

For Contractor:

(To Be Determined)

During the Work the Contractor shall maintain continuing communications with designated Town representative (s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

3.3 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract

- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over a ITB

In the event that Drawings and specifications are provided with a Work Order the priorities stated below shall govern:

- Scope of Work and Specifications shall govern over plans and drawings
- Schedules, when identified as such shall govern over all other portions of the plans
- Specific notes shall govern over all other notes, and all other portions of the plans, unless specifically stated otherwise
- Larger scale drawings shall govern over smaller scale drawings
- Figured or numerical dimensions shall govern over dimensions obtained by scaling
- Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern

3.4 INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

3.5 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated B as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be

primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of:

- a. Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law" and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident and a waiver of subrogation.
- b. Comprehensive Automobile and Vehicle Liability Insurance:** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- c. Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- d. Certificate of Insurance:** Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Contract and shall state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

- e. **Additional Insured** - The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

3.6 GENERAL REQUIREMENTS

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, shall have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

3.7 RULES AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws that affect the Work.

3.8 SITE INVESTIGATION AND REPRESENTATION

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents subsequent to receiving a Work Order and prior to

commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer as permitted under Section 337.401 (1), Florida Statutes, and other applicable laws. It shall be the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor shall call Sunshine State One Call and other appropriate agencies, as applicable, to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town shall be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Conflict resolution, relocation, or adjustments of utilities are to be made by the utility owners at their own expense, unless otherwise determined in writing by the Project Manager. Should the Project Manager direct the Contractor to relocate any utilities that would be impacted by any Work then the Town shall compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor shall not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least 72 hours prior to the time of the requested interruption. The Town may require that the Contractor notify in writing any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work shall not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and shall not entitle the Contractor to any additional compensation.

3.9 METHOD OF PERFORMING THE WORK

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

The Contractor shall comply with the manufacturer's requirements for the handling, deliver and storage of all equipment and materials. Contractor shall inspect all equipment and materials immediately prior to installation and shall not install any damaged or defective items.

Contractor shall comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and

recommendations are more explicit or more stringent than requirements indicated in the Contract Documents or applicable Work Order.

The Work to be performed shall be done in such a manner so as not to interfere with the normal Town operations of the Project site. The manner in which the Work is performed shall be subject to the approval of the Project Manager, whom if necessary, shall have the authority to require changes in the manner in which the Work is performed. There shall be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager 24 hours in advance of the interruption of Town operations.

The Contractor shall familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan shall be revised and resubmitted as necessary during construction.

3.10 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor shall verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and shall notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished the Project Manager. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

3.11 SHOP DRAWINGS AND SUBMITTALS

Contractor may be required, based on the Scope of Work of a Project, to submit shop drawings, sketches, samples or product data. A Work Order will state if shop drawings or other submittals are required.

Contractor is responsible to timely submit such documents or samples in a timely manner for review by the Project Manager. Shop Drawings that are to be complete in every detail and reflect clearly identify any deviation from what is required by the Contract Documents. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager to properly evaluate and approve the submittal or shop drawing.

Where professional calculations and/or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager and/or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, shall be submitted in a neat clear and easy format to follow.

Contractor is solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager shall in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

3.12 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents or Work Order, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant shall recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment shall be referred to the Town's Procurement Manager for determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Director shall so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

3.13 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor shall continuously maintain adequate protection of all its Work from damage and shall protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, irrigation, walks, drives, structures or utilities.

3.14 MAINTENANCE OF TRAFFIC

Any Work performed in the public right-of-way shall require the prior approval of the appropriate public agencies. These public agencies include, but are not limited to, the Town, Miami-Dade County Public Works Department, and FDOT. Contractor shall not be entitled to any additional compensation for Work performed in the public right-of-way, except for the cost of any required use of police officers, which reimbursement is addressed in Article 4.8.

Prior to commencing any Work the Contractor must install warning signs and any other warning and safety devices advising motorists and pedestrians of Work being performed. All signs shall be temporary and shall be removed at the end of the day or at the end of the completion of the Work, whichever is shorter.

The following guidelines must be followed during each maintenance operation:

1. When no lanes are blocked:

- a. All Contractor vehicles must have beacons and flashes on.
- b. **"MEN WORKING"** signs must be set up before starting operations.
 - On two lane roads: one (1) sign must be posted at each end of site, for each direction of travel (total of two (2) signs).
 - On four lane roads two (2) signs at each end of site (one on median and one on shoulder) for each direction of travel (total of four (4) signs).
 - Orange safety cones shall be set at edges of travel lanes in the immediate area of work.
- c. Vehicles shall be parked next to median at the transition area of left turn lanes. Orange traffic cones must be placed from the start of transition of the left turn lane to the front of vehicle at fifteen feet (15') intervals.

2. When a lane is to be blocked:

- a. No traffic lane shall be blocked for any period between the hours of 7:00 to 10:00 AM and 3:30 to 7:00 PM.
- b. No traffic lanes may be blocked for a period longer than fifteen (15) minutes, unless a Maintenance of Traffic (M.O.T.) Plan has been approved at least twenty-four (24) hours in advance.
- c. A traffic lane may be blocked for up to fifteen (15) minutes, if absolutely necessary. However, the following M.O.T. must be followed:
 - Flagmen shall be posted at the edge of the travel lane at least five hundred (500) feet prior to start of transition.
 - There shall be a minimum of two hundred (200) feet transition with traffic cones, prior to lane closure. It is recommended that vehicle-blocking lane have a flashing arrow board.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a stop work order until corrective action is taken. The Contractor shall not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

3.15 COORDINATION OF THE WORK

Prior to the commencement of the Work the Project Manager or the Consultant will make every effort, based on available information, to notify the Contractor of any ongoing project(s) or project(s) scheduled to commence during the Work on a Project that may require coordination. The Contractor shall be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor shall not be entitled to any days of delay for failure to properly coordinate the Work. The Consultant and the Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof shall form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and promptly report to Project Manager and Consultant any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and/or report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor shall inspect the Work already in place and shall at once report to Project Manager and Consultant any discrepancy between the executed Work and the requirements of the Contract Documents.

The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly, and fit it to receive or be received by such other work. Contractor will not endanger any work of others by cutting, excavating or otherwise altering such other work and will only cut or alter such other work with the written consent of the Project Manager.

3.16. ACCESS TO THE PROJECT SITE(S)

Town shall provide, as may be indicated in the Contract Documents or Work Order, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

Contractor shall provide, at Contractor's own expense and without liability to Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

3.17 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES AND ACCIDENTS

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and shall promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor shall accept full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town, and shall promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

3.18 SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

3.19 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid/proposal is required to complete the form entitled: **COMPLIANCE WITH FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**, if applicable, and return the form with the its Bid Submittal. Failure to submit said form with its Bid Submittal will result in the Bid being deemed non-responsive, unless the Town allows the Bidder to submit the Affidavit during the Bid evaluation period.

This is not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

3.20 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials and equipment shall be new unless otherwise specified in a Work Order.

3.21 VEHICLES AND EQUIPMENT

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this

Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

3.22 SUPERVISION OF THE WORK

Contractor shall supervise and direct the Work efficiently and with its best skill and attention. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. Contractor shall be responsible to ensure that the finished Work complies accurately and completely with the Contract Documents.

Contractor shall have competent English speaking supervisor who shall represent Contractor and all directions given to the supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor shall give efficient supervision to the Work, using its best skill and attention.

3.23 SUBCONTRACTORS

No Subcontracting of Work is permitted under this Contract.

3.24 CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who shall serve as the Town's Representative for the Project(s) to be performed under the Contract Documents. Where a Consultant has been identified, the Consultant will serve as an Inspector unless the Project Manager notifies the Contractor in writing.

3.25 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager or the Consultant designated in the Work Order to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and/or Consultant and shall promptly respond to requests of the Project Manager and/or Consultant, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's and/or Consultant's determination or requests. Where requests are made orally, the Project Manager and/or Consultant will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or Consultant shall have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor shall be issued in writing. All instructions to the Contractor shall be issued through the Town Manager, Project Manager or the Consultant.

The Project Manager and Consultant will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant shall be consistent with the intent of the Contract Documents.

The Project Manager and Consultant will not be responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

3.26 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

- 1) Contractor shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
- 2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to insure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

3.27 TAXES

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

3.28 REMOVAL OF UNSATISFACTORY PERSONNEL

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

3.29 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the

appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor shall be responsible for all costs for all required testing required. All testing reports are to be sent directly to the Town Manager or designee by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing,. In such instances the Town pay all testing costs unless the tests determine that the material, Work, or equipment. is not compliant with the requirements of the Contract Documents. In such instances the Contractor shall reimburse the Town for all incurred testing cost and the Contractor shall be responsible for any costs associated with re-testing to ensure compliance.

Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager or Consultant.

3.30 DEFECTIVE OR NON-COMPLIANT WORK

The Town Manager, Project Manager, or Consultant shall have the authority to reject or disapprove Work that is found to be Defective or not in compliance with the requirements of the Contract. If required Contractor shall promptly either correct all Defective or non-compliant Work or remove such Defective Work and replace it with non-Defective/non-compliant Work. Contractor shall bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Town Manager or designee, the Town Manager or designee shall have the authority to cause the Defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor. In the event of failure of Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be Defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, shall promptly correct such Defective or nonconforming Work within the time specified by Town without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein shall be construed to establish a period of limitation with respect to any

other obligation which Contractor might have under the Contract Documents including but not limited to any claim regarding latent defects.

Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect is discovered, or obligate Town to accept.

3.31 SUBSTITUTIONS

Whenever materials, equipment, or patented processes are specified or described in the Contract Documents by naming a trade name, manufacturer, supplier or proprietary item or catalog number, the naming of the item is intended to establish the type, function and quality required and to establish a basis for bidding. Substitute materials or equipment may be considered after a Contract for the Work is executed if sufficient information is provided by the Contractor to allow the Project Manager to evaluate the proposed substitution, unless the naming of the item is followed by words indicating that no substitution is permitted. In the event that substitute materials or equipment are used and are less costly than the originally specified material or equipment, then the difference in cost of the item shall benefit the Town and shall result in a deductive change order to the Contract. Applications for substitute materials and equipment shall only be evaluated after the Contract is executed and prior to a Work Order being issued.

3.32 CHANGE ORDERS

The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Any Construction Change Directive must be processed as a Change Order where such Directive affects the price to be paid under a Work Order.

All Change Orders and requests for change orders shall be process using the Town's forms unless otherwise approved by the Town's Procurement Manager.

The Contractor shall be entitled a combined profit and overhead rate that shall not be in excess of ten (10%) percent of the direct labor and material costs, unless the Procurement Manager determines that the complexity and risk of the Change Order Work is such that an additional factor is appropriate. The final amount to be paid to the Contract for Change Order Work shall be subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

3.33 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of force majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor shall request a time extension from the Town within two (2) working days of said force majeure occurrence. Any time extension shall be subject to mutual agreement and shall not be cause for any claim by the Contractor for extra compensation unless additional services are required. **Do Not Include** inclement weather except as permitted by Florida law and may not include the acts or omissions of Subcontractors.

3.34 EXTENSION OF TIME

Any reference in this section to the Contractor shall be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this article.

If the Contractor is delayed at any time during the progress of the Work beyond the Contract Time and/or Notice to Proceed (NTP) by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract shall be extended by the Town subject to the following conditions:

- The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
- The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
- The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

Note: A delay meeting all the conditions of the above, shall be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay shall be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for which it may claim an extension of time and shall provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager shall reasonably deem necessary or helpful in considering the requested extension.

The Contractor shall not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager shall endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor shall be obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor shall promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same shall have been granted. The Town shall be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction shall be obtained and move to dissolve the same or otherwise, as the Town may deem proper.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, shall not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

3.35 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by the Town. Then Contractor shall be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Article 3.33 and Article 3.35.

Failure of Contractor to comply with Article 3.33 and Article 3.35, as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

3.36 CLAIMS

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price shall be made by written notice by Contractor to the Town Manager or designee and to within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by own, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an excusable delay as defined in this Article. The Contractor alone specifically assumes the risk of such delays, including without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Excusable Delay is (i) caused by circumstances beyond the control of Contractor, its Subcontractors, suppliers, and is also caused by circumstances beyond the control of the Town, or (ii) is caused jointly or concurrently by Contractor or its Subcontractors, suppliers and by the Town. Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided herein.

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

3.37 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.2, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.2, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- (ii) a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- (iii) Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

3.38 CONTINUING THE WORK

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

3.39 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation.

3.40 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- Cancel the Stop Work Order; or
- Terminate the Work covered by such order as provided in Article 3.34, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

3.41 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning, the Contractor, at no cost to the Town, shall take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same.

Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

3.42 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor shall at all times keep the Work site(s) free from accumulation of waste materials or rubbish caused by its operations. At the completion of a Work at a work site(s), Contractor shall remove all its waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost incurred shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for the incurred costs.

3.43 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- Any amount of any claim by a third party;
- Any Liquidated Damages, and/or;
- Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

3.44 CONTRACTOR DEFAULT

a. Event of Default

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not limited to, the following:

- The Contractor has not performed the Work in a timely manner;
- The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services or materials, or supplies they have provided;
- The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- The Contractor has failed in the representation of any warranties stated herein;
- When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default-Opportunity to Cure

Where an Event of Default ("Default") occur under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issues concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

3.45 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

The Contractor shall, upon receipt of such notice, unless otherwise directed by the Town:

- Stop all Work on the date specified in the notice ("the Effective Date");
 - Take such action as may be necessary for the protection and preservation of the Town's materials and property;
 - Cancel all cancelable orders for materials and equipment; and assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for

materials and equipment that can not otherwise be used by the Contactor on other work;

- Take no action that shall increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
- All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor:

- For the actual cost or the fair and reasonable value, whichever of any non-cancelable material(s) and equipment than cannot be used elsewhere by the Contractor in the performance of its work.
- In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor.
- Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

3.46 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

3.47 COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

3.48 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

3.49 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including,

but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

3.50. THIRD PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

3.51. ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

3.52. MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

3.53. DEFENSE OF CLAIMS

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

3.54. FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

3.55. ACCESS TO AND REVIEW OF RECORDS

Town shall have the right to inspect and copy, at Town's expense, the books and records and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

3.56 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

3.57 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract unless such action is commenced within six (6) months after the date of such termination by the Town.

3.58 CONTRACT EXTENSION

The Town reserves the right to exercise its option to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

3.59 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

3.60 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

3.61 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract

based upon this provision shall be made within seven (7) calendar days after the finding by the court becomes final.

3.62 CONTRACT DOCUMENTS CONTAINS ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

3.63 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

END OF SECTION

SECTION 4

SPECIAL TERMS AND CONDITIONS

4.1 SCOPE OF WORK

The Work consists of furnishing all labor, materials, machinery, tools, means of transportation, supplies, equipment, and services necessary for repair of potholes and other pavement/asphalt repairs, adjustment or installation of manhole risers, installation of temporary or permanent pavement markings, issued on an as needed basis. Milling and resurfacing of existing roadways is not included in the Scope of Work.

Mobilization is a separate line item and shall not be included in the individual line item pricing.

Bidder by submitting its Bid understands and acknowledges that:

- a. The sites for the Work that may be performed under this Contract may be anywhere in the Town.
- b. The Contract contains estimated quantities, unit prices, extended prices and an estimate total Contract value. These costs shall be the means to price any and all Work Orders and Projects issued hereunder.
- c. Each specific Project or specific site for Work under this Contract shall be issued to the Contractor via a Work Order in accordance with Article 4.12 of the Contract.
- d. No specifications or drawing are applicable to the Contract. However, if required, specification and/or drawings will apply to individual Projects issued under specific Work Orders.

4.2 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible Bidders. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. **Where the Town has determined that a Bidder has submitted an unbalanced Bid, said Bid will be rejected as non-responsive.** In determining if any line item pricing is unbalanced the Town will compare line item pricing from all bidders as well as current pricing based on market and industry conditions.

4.3 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

4.4 CONTRACT TERM/ESTIMATED EXPENDITURE

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years from the date of execution by the Town or until the Contract value has been expended. No Work shall commence until a Work Order is issued.

4.5 OPTION(S) TO RENEW

Prior to or upon completion of the initial term of the Contract or the expenditure of available dollar capacity under the Contract the Town, at its sole discretion, shall have an option to renew this Contract upon the same terms and conditions for two (2) additional one (1) year extensions (the "Option"). The Town may at its sole discretion, exercise the Option to renew when the total value of the Contract for the initial term or Option year has been fully expended. Any Option shall be effective upon receipt of a written notice from the Town Manager to the Contractor. The Town may, at its sole discretion allow for price increases during the Option years due to extraordinary changes in market conditions and pricing.

4.6 HOURS FOR PERFORMING WORK

All Work shall be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

4.7 COMPENSATION

Contractor shall provide the Town with one invoice within thirty (30) days of the date services were rendered. At a minimum the invoice must contain the following information: Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts.

- Name and address of the Contractor
- Contract number
- Purchase Order number
- Work Order number(s)
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

4.8 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipated its need to be for the initial term of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities shall not form any basis for a claim by the Contractor for lost work or profits.

4.9 LINE ITEM PRICING

Line item pricing shall include all costs, both direct and indirect to perform the Work, except for those costs specifically identified as reimbursable costs under the Contract.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items with a Category in which it seeking an award of a Contract. Should a Bidder fail to provide a line item price in the Category in which it is bidding the Bid will be rejected as non-responsive.

Should a Bidder include a line item price that the Town determines is not a fair and reasonable price the Town, in its sole discretion, may determine that the Bid is an unbalanced Bid and reject the Bid as non-responsive. These types of prices include prices that are too low a price at which to perform the Work or too high a price based on market conditions.

4.10 REIMBURSABLE EXPENSES

Certain Project expenses may, or will not be known at the time of award of a Project. The Town shall reimburse the Contractor for such costs, which includes:

- Permits
- Police Officer costs when not provided by the Town

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not included in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

4.11 FDOT SPECIFICATIONS

FDOT specifications shall prevail in the performance of the Work and all applicable specifications are hereby incorporated by reference. The Town may, at its sole discretion, make changes to the FDOT specification on a Project by Project basis and the Contractor shall be advised of any such changes.

4.12 WORK ORDERS/AWARD OF PROJECTS

This is an indefinite quantity Contract for the specified Work. The quantities of Work are estimated only and are not purchase by the Contract. The manner in which the Work will be purchased is through the issuance of Work Orders, which will be based on the pricing established in the Contract.

The Town's intent is to issue multiple Projects in a Work Order to minimize the mobilization requirements of the Contractor and help ensure that work is issued in the most cost effective manner possible. To help ensure this occurs the Town will be using other forces to initially cold patch repairs.

Work Orders must be issued for all Work under this Contract and shall be issued in one of the two following ways.

- a. Work Orders not requiring a Work Order Proposal.
- b. Work Orders requiring the approval of a Work Order Proposal.

For a. above, Work Orders not requiring a Work Order Proposal the Town will utilize this method for repairs or Work that it deems an emergency, which requires that the Town immediately proceed with the Work, such as the repair of potholes.

In such instances the Town, using its "Trakit" software will issue a 11 digit Work Order. The Work Order will include a description of the Work to be performed, the location of the Work, and the timeframe in which the Work is to be completed. The description of the Work will correlate directly to the line item pricing in the Contract. In instances where the Work Order description does not match the actual Work to be performed the Contractor shall immediately notify the Project Manager determine the appropriate course of action. The Town may issue a Work Order for such repairs for multiple sites.

For b. above, Work Orders will only be issued after the review and acceptance of a Work Order Proposal from the Contractor

The Project Manager shall provide the Contractor with a scope of work to be performed, which shall include the location of the Work and the prosed timeframe to complete the Work, which will be based on the number of days from the date a Work Order is issued.

The Contactor must submit a Work Order Proposal, on its letterhead, within five (5) days, which includes; a line item breakdown of the work to be performed, the total cost and any additional information the Contractor feel is necessary to include. If the Contractor feels the timeframe for completion should be different than what was provided it shall provide a proposed timeframe and a justification for the proposed timeframe.

The Project Manager shall review the Work Order Proposal and obtain all internal approvals, which include, but may not be limited to the Town's Procurement Manager and the Town Manager. The Town may meet with the Contractor to review and negotiate the Work Order Proposal. Upon obtaining all applicable Town approvals The Project Manager will issue a Work Order, which shall include a reference to the approved Work Order Proposal, the timeframe for completion, and the Purchase Order number issued by the Town. The Town will forward the Purchase Order to the Contractor electronically.

Work Order Proposals and Work Orders with a value equal to or less than \$10,000 shall be signed by the Project Manager and the Procurement Manager. Work Orders less than \$10,000 will be signed by the Project Manager. Work Order Proposals in excess of \$10,000 shall be approved by the Project Manager and the Procurement Manager and the Work Order will be signed by the Town Manager.

Where the Town does not approve a Work Order Proposal the Town, at its sole discretion, may negotiate changes to the Work Order Proposal and/or have the Work performed by Town forces or by others.

4.13 PAYMENTS

Contractor may make application for payment for Work completed at intervals of not more than one invoice per month. Contractor will be paid based on the line item breakdown, contained in the Contract, with payments based on actual Work performed. All applications shall be submitted to the Project Manager and the Contractor shall only use the Town's Invoice Form(s). Payment for Work Orders shall be paid in accordance with the State of Florida Local Government Prompt Payment Act, upon Final Completion of a Work Order.

4.14 LIQUIDATED DAMAGES

The Town may establish liquidated damages on a Project by Project basis. Where the Town determines that liquidated damages shall apply to a Project the amount established will be set forth in the Work Order.

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Work Order or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date set forth in the Work Order the Contractor shall pay to the Town for each and every calendar day of unexcused delay, the sum of \$100.00, which is hereby agreed upon not as a penalty but as liquidated damages. The Contractor will be notified of any exceptions. The total amount of liquidated damages shall not exceed the value of the Project.

The Town shall have the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount, which may become due hereunder, shall be less than the amount of liquidated damages due the Town, the Contractor shall pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town shall consider this as a form of

indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town shall notify the Contractor that it is incurring liquidated damages.

4.15 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials shall be F.O.B. delivered. The Contractor shall be solely responsible for the purchase, delivery, and installation of all equipment and material(s). Contractor shall make all arrangement for delivery. Contractor shall be liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

4.16 TOWN FURNISHED DRAWINGS

The Town, in its sole discretion, may furnish design drawings. It shall be the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor shall be solely responsible for verifying the accuracy of any Town provided drawings prior to commencing the Work, and shall be responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This shall also apply to any revisions or omissions identified by the Contractor. The Contractor shall submit all requests for information entitled Request for Information (RFI).

The Project Manager will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and/or methods of construction.

The Contractor shall have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions and/or errors, not identified in writing to the Project Manager prior to commencing the Work.

4.17 REQUEST FOR INFORMATION

The Contractor shall submit a Request for Information (RFI) where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor shall include its recommendation for resolution. The Town shall respond in writing.

4.18 WARRANTY

All Work have a one (1) year warranty on labor from the date of final acceptance and the Contractor shall provide a such written warranty prior to the Town issuing final payment. Contractor shall provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the Work Order specifies a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated in a Work Order, then the manufacturer's warranty term shall take precedence. Contractor shall be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available the Town will bill the Contractor and Contractor shall reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

4.19 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood.

The Town may at its sole discretion provide access to Town utilities and/or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

4.20 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor shall be responsible for all site security and any loss, damage or theft to its equipment and materials. The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor shall be responsible for any loss, damage or theft to its equipment and materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

4.21 SUBSTANTIAL COMPLETION, PUNCH LIST, & FINAL COMPLETION

The Work shall be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material and/or substantial variations from the Contract Documents and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor shall sign the Substantial Completion Inspection Form. The signing of this form shall not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor shall request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant shall schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work shall be identified on this form and shall be known as Punch List Work. The Punch List shall be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List shall not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor shall agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager shall determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

4.22 OWNERSHIP OF THE WORK

The Contractor shall be solely responsible for all Work, including trees, plants, materials, supplies, and or equipment prior to final written acceptance. Contractor shall be liable for all damage, theft, maintenance, health and safety until such time as the Town issues final acceptance. The Contractor is responsible for the protection, and maintenance of all of its own tools, equipment, and vehicles.

4.23 RECORD SET

Contractor shall maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents shall be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor shall certify the accuracy of the updated record documents. The record documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. Upon completion of the

Work and as a condition precedent to Contractor's entitlement to final payment, the Record Set shall be delivered to the Project Manager by the Contractor. The Record Set of Drawing shall be submitted in both hard copy and as electronic plot files.

END OF SECTION

SECTION 5

TECHNICAL SPECIFICATIONS

5.1 STANDARDS

Work performed under this Contract and all products and asphalt mixes to be used during the performance of the Work shall conform and adhere to all applicable standards and specifications of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction, latest edition unless otherwise specified in writing in a Work Order.

The Type SP mix may be one traffic level higher than the traffic level specified in the Contract; at no cost to the County (i.e. Traffic Level B may be substituted for Traffic Level A, etc.

5.2 ASPHALT TICKETS

Contractor shall provide copy of all asphalt tickets used on any particular area to the Project Manager upon completion of a Work Order. Where applicable daily average yields per street shall be specified on the daily worksheet. Asphalt tickets shall specify the name of the street the asphalt was used on. The Town may require additional documentation to be specified.

5.3 EQUIPMENT AND RESOURCES

All equipment used in the performance of the Contract shall be properly maintained in order to protect the operator and the public. All equipment used by the Contractor is subject to inspection by the Project Manager. Any equipment deemed inoperable, unsafe, or improper for the desired use shall be removed from the Work site.

The Contractor shall utilize equipment of a type and in sufficient quantity to perform the Work in a satisfactory manner within the time specified in the Work Order. Equipment shall comply with minimum requirements for asphalt equipment as detailed on the Florida Department of Transportation Standard and Specifications for Road and Bridges Construction, latest edition.

Paving equipment on site shall be in compliance with FDOT Section 320-5, latest edition.

SECTION 6

BID FORM

Bid submittal of _____
(Name of Bidder)

(Address)

Submitted on: _____
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

ASPHALT REPAIR SERVICES

Bid No: 2013-33

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Town Hall
15150 NW 79th Court
Miami Lakes, Florida 33016

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal(s) are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into or which the Work pertains; that this Bid is made without connection with any other person, company, firm, or parties making a Bid; and that the Bid is, in all respects, made fairly and in good faith without collusion or fraud.

The Bidder further declares that it has examined the geographic location(s) of the Work, performed sufficient investigations, and informed itself fully of the suitability of the Work and all conditions pertaining to the place where the Work is to be done; that it has examined the ITB and all of the Contract Documents and all addenda thereto issued prior to Bid opening, as acknowledged in its Bid; and that it has satisfied itself about the Work to be performed; and that it has submitted the Bid Guaranty, if required; and all other required information with the Bid; and that this Bid is submitted voluntarily and willingly.

The Bidder had determined based on its business and profession expertise that the Work can be performed and completed in accordance with the Contract Documents.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials,

equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The Bidder also agrees to furnish the required Certificate(s) of Insurance.

The undersigned further agrees that the Bid guaranty, if required, accompanying the Bid shall be forfeited if Bidder fails to execute said Contract, or fails to furnish the required Performance Bond, if required by the Contract Documents, or fails to furnish the required Certificate(s) of Insurance within fifteen (15) calendar days after being notified of the award of the Contract.

In the event of arithmetical errors, the Bidder agrees that these errors are errors which may be corrected by the Town. In the event of a discrepancy between the price Bid in figures and the price Bid in words, the price in words shall govern. Bidder agrees that any unit price listed in the Bid is to be multiplied by the stated quantity requirements in order to arrive at the extended value and the unit price shall prevail over the extended value.

Note: This is a unit price Term Contract and the total estimated Bid Amount is solely for the purpose of determining the lowest responsive and responsible Bidders. Contractors will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed.

Unit Prices for individual line items shall include all costs, including but not limited to, mobilization, maintenance of traffic, materials, equipment, labor, supervision, overhead, and profit.

Mobilization is a separate line item and will be paid for each Work Order.

INTENTIONALLY LEFT BLANK

Item Description	Estimated Quantity	Unit Measure	Bid Unit Price	Total
Mobilization	1	EA		
Removal Of existing temporary patch material	200	SY		
Subsoil Excavation	10	CY		
Type B Stabilization	20	SY		
Limerock Base, 6"	20	SY		
Limerock Base, 3"	50	SY		
Shape & Compact Exist Base, 6"	20	SY		
Shape & Compact Existing Base,12",D-Cse	20	SY		
Asphaltic Conc, Type S-I (100 Lb/Sy-In) (10 Tn Or Less)	150	TN		
Asphaltic Conc, Type S-I (100 Lb/Sy-In) (Over 10 To 25 Tn)	50	TN		
Asphaltic Conc, Type S-iii (100 Lb/Sy-In) (10 Tn Or Less)	150	TN		
Asphaltic Conc, Type S-iii (100 Lb/Sy-In) (Over 10 To 25 Tn)	50	TN		
Retro-Reflective Pavement Markers	50	EA		
Painted Pavement Markings, Standard, White, Solid, 6"	200	LF		
Painted Pavement Markings, Standard, White, Solid, 8"	100	LF		
Painted Pavement Markings, Standard, White, Solid, 12"	100	LF		
Painted Pavement Markings, Standard, White, Solid, 18"	100	LF		
Painted Pavement Markings, Standard, White, Solid, 24"	100	LF		
Painted Pavement Markings, Standard, White, Skip, 6"	200	LF		
Painted Pavement Markings, Standard, White, Skip, 8"	200	LF		
Painted Pavement Markings, Standard, White, Dotted -	500	LF		
Painted Pavement Markings, Standard, White, Message	20	EA		
Painted Pavement Markings, Standard, White, Arrows	20	EA		
Painted Pavement Markings, Standard, White, Island Nose	20	SF		
Painted Pavement Markings, Standard, Yellow, Solid, 6"	100	LF		
Painted Pavement Markings, Standard, Yellow, Solid, 8"	100	LF		
Painted Pavement Markings, Standard, Yellow, Solid, 12"	100	LF		
Painted Pavement Markings, Standard, Yellow, Solid, 18"	50	LF		
Painted Pavement Markings, Standard, Yellow, Solid, 24"	50	LF		
Painted Pavement Markings, Standard, Yellow, Skip, 6"	30	LF		

Item Description	Estimated Quantity	Unit Measure	Bid Unit Price	Total
Painted Pavement Markings, Standard, Yellow, Dotted/	50	LF		
Painted Pavement Markings, Standard, Yellow, Message	10	EA		
Painted Pavement Markings, Standard, Yellow, Island	25	SF		
Painted Pavement Markings, Standard, Blue, Solid, 6"	50	LF		
Painted Pavement Markings, Remove	50	SF		
Thermoplastic, Standard, White, Solid, 6"	200	LF		
Thermoplastic, Standard, White, Solid, 8"	200	LF		
Thermoplastic, Standard, White, Solid, 12"	200	LF		
Thermoplastic, Standard, White, Solid, 18"	200	LF		
Thermoplastic, Standard, White, Solid, 24"	200	LF		
Thermoplastic, Standard, White, Skip, 6"	200	LF		
Thermoplastic, Standard, White, Skip, 8"	200	LF		
Thermoplastic, Standard, White, Skip, 12"	100	LF		
Thermoplastic, Standard, White, Dotted Guideline, 6"	100	LF		
Thermoplastic, Standard, White, Message	20	EA		
Thermoplastic, Standard, White, Arrow	20	EA		
Thermoplastic, Standard, Yellow, Solid, 6"	200	LF		
Thermoplastic, Standard, Yellow, Solid, 8"	200	LF		
Thermoplastic, Standard, Yellow, Solid, 12"	100	LF		
Thermoplastic, Standard, Yellow, Solid, 18"	100	LF		
Thermoplastic, Standard, Yellow, Solid, 24"	100	LF		
Thermoplastic, Standard, Yellow, Skip, 6"	100	LF		
Thermoplastic, Standard, Yellow, Dotted / Guideline, 6"	100	LF		
Thermoplastic, Standard, Blue, Solid, 6"	50	LF		
Thermoplastic, Remove		SF		
TOTAL BID AMOUNT				

Unit of Measure Table

LS	Lump Sum
MH	Man Hour
ED	Each Device
EA	Each
LF	Linear Foot
AC	Acre

CY	Cubic Yard
SY	Square Yard
TN	Ton

Our **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents.

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

Town/State/Zip: _____

Telephone No.: _____

Facsimile No.: _____ E-Mail Address: _____

Social Security No. or Federal I.D.No.: _____ Dun and
Bradstreet No.: _____
(if applicable)

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: _____

Signature: _____

Printed Name/Title: _____

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Partner: _____

Print: _____

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE)**

Joint ventures must submit their joint venture agreement indicating that the person signing this Bid is authorized to sign Bid documents on behalf of the joint venture and submit the appropriate Certificate of Authority (corporate, partnership, or individual).

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Signed: _____

Print: _____

NOTARIZATION

STATE OF _____)

_____) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

Section 6- Attachments

QUESTIONNAIRE

This Completed Form **Must** Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit **Additional** Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Shall Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: _____

c. State and Date of Incorporation: _____

c. What is your primary business? _____
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

2. Name and Licenses of any prior companies

Name of Company	License No.	Issuance Date
-----------------	-------------	---------------

_____	_____	_____
_____	_____	_____

3. Type of Company:

☐ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. identify all owners of the company

Name	Title	% of ownership
------	-------	----------------

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No
If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority				
			All	Cost	No-Cost	Other
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: _____ Number of Managerial/Admin. Employees: _____

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

--

-
-
6. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

7. Insurance & Bond Information

a. Insurance Carrier name & address: _____

b. Insurance Contact Name, telephone, & e-mail: _____

c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

e. Bond Carrier name & address: _____

f. Bond Carrier Contact Name, telephone, & e-mail: _____

g. Number of Bond Claims paid out in last 5 years & value: _____

8. Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

11. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☐ No
12. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.
13. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: _____

b. Years with Company: _____

c. Licenses/Certifications: _____

d. Last 3 projects with the company including role, scope of work, & value of project:

2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
------	-------------------------------	-----------	-------------

3. Scope of actual Work to be performed by your company and the corresponding percentage of the work: (This does not include such items as insurance * bonds, dumpsters, trailers, and other similar non-construction work items)

C. Current and Prior Experience:

1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified by the bid solicitation. Information provided must include the owner's name , address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

D. Bidder's References

Bidders are to include a minimum of five (5) references from contracts or projects listed in C.2 above. The attached form is to be used and is to be included with the Bid submission. The Town, at its sole discretion may allow the Bidder to submit the references after the specified date for Bid submission.



Town of Miami Lakes

To Whom it May Concern

Subject: Reference Letter

Name of Bidder: _____

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project:

Scope of work: _____

Value of Contract \$ _____ Is contract active or expired? ☐ Active ☐ Expired

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If not to either of the above please provide details:

Comments:

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Gary Fabrikant
Procurement Manager

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20____

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

NON-COLLUSIVE AFFIDAVIT

State of _____ }
 _____ } SS:
 County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

State of _____)
) SS:
 County of _____)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that ____executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017,

**FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION
CONTAINED IN THIS FORM.**

Signature of Entity Submitting Sworn Statement

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR produced identification _____ Notary Public – State of _____

(type of identification) My commission expires _____

(Printed, typed or stamped commissioned
name notary public)

END OF SECTION

SECTION 7
CONTRACT EXECUTION FORM

This Contract _____ (contract number) made this ____ day of _____ in the year ____ in the amount of \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and (name of Contractor)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

TOWN OF MIAMI LAKES

By: _____
Marjorie Tejeda, Town Clerk

By: _____
Alex Rey, Town Manager

By: _____
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.,
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)